

1 THE HONORABLE RONALD B. LEIGHTON
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

T. D., a minor child, by her next friend,
CATHLEEN D.; PARKER KOSHELNICK-
TURNER, by his guardian and next friend,
GLEN TURNER; VIRGINIA KOSHELNICK-
TURNER, by her next friend, GLEN TURNER
on behalf of themselves and of a class of persons
similarly situated,

Plaintiffs,

v.

SUSAN DREYFUS in her official capacity as
Secretary of the Washington State Department of
Social and Health Services,

Defendant.

CLASS ACTION

No. 3:09-CV-05379-RBL

STIPULATED PROTECTIVE ORDER

I. STIPULATION

The parties in this litigation have produced and intend to produce medical records, public assistance records and other information that are necessary for use in this lawsuit but are private and confidential. Plaintiffs request protection against improper disclosure of their confidential records. Defendant also requests certain protection against improper disclosure of confidential client information. Recognizing that these records and other confidential

1 information in this case may be subject to protection under Local Rule 5(g) and Civil Rule 26(c)
2 of the Federal Rules of Civil Procedure, the parties stipulate to the following protective order.

3 **IT IS SO STIPULATED.**

4 DATED: June 24, 2009.

5
6 SIRIANNI YOUTZ
MEIER & SPOONEMORE

7 /s/ Eleanor Hamburger
8 Eleanor Hamburger (WSBA # 26478)

9 COLUMBIA LEGAL SERVICES

10 /s/ Amy L. Crewdson
11 Amy L. Crewdson (WSBA #9468)

12 Attorneys for Plaintiffs

OFFICE OF THE ATTORNEY GENERAL

13 /s/ Edward J. Dee
14 Edward J. Dee (WSBA #15964)
15 Attorneys for Defendants

16 **II. PROTECTIVE ORDER**

17 1. Any party to this action may, on and after the date this Order is signed by the
18 Court, designate as confidential any document thereafter sought to be discovered by any other
19 party that is “confidential material” as defined by this Order. The terms of this order shall
20 govern as to all aspects of the procedures to be followed in making or challenging such
21 designations, and the terms, conditions, and restrictions on the use of confidential materials. By
22 designating a document, thing, material, testimony or other information derived therefrom as
23 “confidential” under the terms of this order, the party making the designation is certifying to the
24 court that there is a good faith basis both in law and in fact for the designation within the
meaning of LR 5(g)(4), Western District of Washington.

25 2. The parties agree that this Order shall apply whether the materials or documents
26 have been filed with the court together with pleadings or motions, or produced by a party
27 pursuant to formal discovery, by subpoena or by agreement.

1 3. The term "Confidential Materials" as used in this Order includes, but is not
2 limited to: Any written, photographic or electronic media, summaries thereof and attachments
3 thereto, answers to interrogatories, requests for admissions and answers thereto, answers to
4 requests for production, deposition transcripts and exhibits, which include material pertaining to
plaintiff's health care information as that term is defined in state law.

5 5. The term "Counsel" means a law firm representing a party in this action and its
6 attorneys, employees, including without limitation legal associates, paralegals, and clerical or
7 other support or office staff.

8 6. The parties shall designate "Confidential Materials" as follows: designation shall
9 be made by placing the following legend on every page of any such Document, or the cover
10 page of a group of Documents, prior to production, "Confidential Material." In the event that a
11 document was produced prior to designating it as "Confidential Material" or if a party
12 inadvertently fails to stamp or otherwise designate a Document or other material containing
13 confidential information as "Confidential Material" at the time of its production, that party may
14 at any time thereafter stamp or otherwise designate the Document or other information as
15 "Confidential Material." Such Document or other information shall be treated as "Confidential
Material" as of the time of the designation.

16 7. Except as expressly provided for in this Protective Order, the parties agree that
17 they will not communicate or disclose in any manner either directly or indirectly to any person
18 or entity any Confidential Materials and any information contained therein. The parties agree
19 that they will only use Confidential Materials and any information contained therein for their
prosecution or defense of this litigation and for no other purpose.

20 8. Confidential Materials produced during this litigation, and information contained
21 in Confidential Materials shall not be disclosed to any other person except to the following
22 individuals:

a. Counsel for any party in this action, including their associates, paralegals, legal assistants, clerical and other support staff or services, as well as stenographic reporters engaged in proceedings incident to preparation for trial or the trial of this matter;

b. Each of the named parties in this action, their agents, determined in good faith to have a need to know and regarding which they have been given proper authorization in writing to have such access; and

c. Any person who has been called to testify, in deposition or at trial, except that such person may only be shown copies of "Confidential Material" in preparation for and during his/her testimony to the extent determined in good faith to have a need to know to verify or challenge information, and regarding which they have been given proper authorization in writing to have access to such information; and that such person may not retain any such "Confidential Material;"

d. Experts and/or other professionals retained by any party for trial preparation purposes and to prosecute or defend this litigation;

e. The person who prepared or directly participated in the preparation of any particular document;

f. The person to whom a particular document or copies thereof were addressed or delivered;

g. Any third-party witness in preparation for, or during, their deposition or testimony at trial or a hearing in this litigation, and regarding which they have been given proper authorization in writing to have access to such information; or

h. Mediators or similar outside parties and their staffs enlisted by all Parties to assist in the resolution of this matter.

9. The parties agree that either party may use "Confidential Materials" in open court at hearings in or during the trial of this action. The parties agree that either party may also use "Confidential Materials" in any motion, memoranda, brief or other document filed with the

1 Court in this action, or as an exhibit or exhibits in support of any motion, memoranda or brief
2 filed with the court in this action.

3 10. Any motion, memoranda, brief or document, or exhibit containing "Confidential
4 Materials" must be filed with the court under seal so that the party seeking to maintain the
5 documents' confidentiality may submit a motion to seal pursuant to LR 5(g).

6 11. This Order is without prejudice to the right of any party to seek relief from the
7 Court, upon good cause shown, from any of the provisions contained in this Order. This Order
8 shall not be construed as waiving any right to assert a claim of privilege, relevance, overbreadth,
9 burdensomeness or other grounds for not producing material called for, and access to such
material shall be only as otherwise provided by the discovery rules and other applicable law.
10 Nothing in this agreed Order shall be construed to be an admission against a party or constitute
11 evidence of any fact or issue in this case.

12 DATED this 26th day of June, 2009.

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15 RONALD B. LEIGHTON
16 UNITED STATES DISTRICT JUDGE

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18 Presented by:

19 COLUMBIA LEGAL SERVICES

20 /s/ Amy L. Crewdson
21 Amy L. Crewdson (WSBA #9468)
Attorneys for Plaintiffs

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23 STIPULATED PROTECTIVE ORDER -5
24 [NO. 3:09-cv-05379-RBL][

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